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REVIEWS.

A TREATISE ON THE LAW OF BENEFIT SOCIETIES AND INCIDENTALLY OF LIFE INSURANCE. By Frederick H. Bacon. St. Louis, 1888. 8vo. Pages lxxxix and 761.

This book has the merit, that has a "scarcity value" in these present days, of dealing with a subject not hitherto discussed in a systematic treatise. The secret beneficiary societies that are in their nature both social clubs and life insurance companies have, indeed, as the author writes, "multiplied amazingly during the last twenty years," and have established branches in nearly every village in the land. They have given rise to many and important cases concerning the mutual duties of members, their liability for community debts, and the still more important questions relating to their rights as beneficiaries. No text-book has yet dealt with the first two classes of cases at all, nor with the last class, except in a very unsatisfactory manner, since there has been, hitherto, an almost complete failure in the existing authorities on life insurance, to distinguish between the rights of members of beneficiary societies and the holders of ordinary insurance policies. The exasperating confusion that has resulted makes especially valuable a treatise in which this distinction is clearly preserved throughout.

The book is a good one. It is full, clear, and accurate, and necessarily, in great part, new. The first four chapters, on the history and nature of beneficiary societies, will be found especially novel.

The citation of cases, especially as to beneficiary societies proper, is, apparently, exhaustive. The author also modestly states that "The work covers the entire subject of life insurance, and includes all cases decided up to date."

Copious citations are made from judicial decisions, a method of book-making, perhaps commendable when dealing with beneficiary societies, about which so little has been written, but, however, less justifiable in dealing with life insurance proper.

The book, while a clear and excellent statement of established law, contains little discussion of disputed questions, a deficiency sometimes to be regretted. Thus, for example, section 356, dealing with the effect of the non-payment of insurance premiums by reason of war, containing a correct and concise statement of the prevailing opinion on this subject, with full citation of authorities, *pro* and *con*, yet gives no discussion whatever of a point that has been much disputed and that goes to the very root of the question whether the payment of premiums is a condition precedent or condition subsequent.

A commendable practical feature is that, in general, references to cases are made not only to the regular reports, but also to the various systems of coöperative reports. The use of *supra* and *infra* is, unfortunately, still retained. The index is good.

E. T. S.

A TREATISE ON THE LAW OF TRIALS. By Seymour D. Thompson, LL.D. In two volumes. Chicago: T. H. Flood & Co., 1889. 8vo. Pages clxxii and 2376.

These two volumes present exhaustively and systematically the whole of the law relating to the subject of trials. It is eminently a

practitioner's book, and as such, contains full precedents of instructions and quotations selected from the approved opinions of the courts. Necessarily much space is devoted to the consideration of the confused question of the relative provinces of the court and the jury. That question is discussed with reference to a great variety of cases in which it arises. For many, the value of the work would be increased had the size been diminished by condensing or excluding the general treatment of certain subjects, such as malicious prosecution and implied contracts, which are only indirectly related to the main purposes of the book, and for a full treatment of which one would naturally look to other treatises.

The work contains a satisfactory index and a full table of cases cited.

A. C. R.

A SELECTION OF CASES ON THE LAW OF QUASI-CONTRACTS. By William A. Keener. Cambridge: Charles W. Sever, 1888. 8vo. 2 vols. Pages 541 and 658.

This collection of cases, designed especially for use in the Harvard Law School, is evidently the result of a careful and incisive search into the subject of quasi-contracts,—that branch of the law which is midway between contracts and torts, and which has hitherto received little systematic treatment. The term “quasi-contracts” is used to include all so-called “contracts implied in law.” They are really not contracts at all, but are simply obligations imposed by law under certain circumstances. Without some guiding principles to determine when the law will impose such obligations, the decisions present merely a bewildering tangle of apparent inconsistencies. The logical application, however, of the simple doctrine that the law will not permit one man unjustly to enrich himself at another's expense, goes far to clear up the difficulties of a large class of cases. This doctrine of unjust enrichment is well illustrated by the cases selected. They deal with failure of consideration arising from mistake of law or fact, or from inability, in certain instances, to enforce a special contract; with benefits conferred with or without the request of the defendant; with duress, legal and equitable; and with waiver of tort.

It is to be hoped that the author will soon treat the subject further in the text-book promised in the preface.

E. I. S.